

NEW ENGLAND WIRE TECHNOLOGIES CORP

TERMS AND CONDITIONS

Seller's prices are subject to change without notice. All shipments to buyer will be billed at Seller's prices, including quantity extras, in effect on the days on which shipments are made. All quotations, unless otherwise stated, are for immediate acceptance. No contract or sale of goods manufactured by Seller is made until Buyer's order is accepted in writing at Seller's office in Lisbon, New Hampshire.

Payment is due, without any set-off or deduction, 30 days from date of invoice. Seller will charge a 1% penalty per month to all invoices not paid in full by the due date. Customer is responsible for all legal fees plus interest if it becomes necessary to refer any invoices to a collection attorney. The Seller reserves, at any time, the right to alter or suspend credit and/or to change credit terms.

Buyer's order is accepted subject to Seller being able to obtain the necessary raw materials and subject to Seller's mill schedule, Government priorities and other Government regulations that may be issued from time to time.

Selling prices for material covered by Buyer's order are exclusive of Federal, State or Municipal Sales, Use or similar taxes by reason of this Sale. Such taxes shall be for Buyer's account, and added to the invoice of material as a separate item, or separately invoiced, and paid by Buyer.

Seller maintains ownership of all intellectual property rights relating to products designed by Seller, including product designs, drawings, trade secrets, specifications, processes and know-how.

Seller makes no warranty in regard to merchantability or fitness for a particular purpose. Seller makes no warranty either express or implied. However, should any material furnished by Seller prove defective due to defects in manufacture or not as ordered, Seller will, in lieu of other claims against it, upon due notice within a period of three (3) months after date of shipment, replace it F.O.B. original point of delivery, on return to Seller's mill of the defective material, but Seller will not be liable for any damages, losses or expenses arising in connection with, or by reason of the use of, or inability to use, such material for any purpose whatsoever.

Copies of this warranty shall be transmitted by Buyer to all subsequent purchasers.

No representative of Seller is authorized to make any warranties, promises or representations as to any product, and none shall be binding upon the Seller.

Acts of God or of belligerent powers, wars, sabotage, explosions, riots, strikes, slowdown, lockouts, fire, floods, lightning, tornado or wind, shortage of labor, fuel, power, materials or supplies, inability to secure material, insufficient transportation facilities or delays in transportation of product of material or supplies, or accidents to plant or machinery, Government controls limiting production or prices, allocations, Government take-over of product or facilities and other Government interference or embargoes or other contingencies, the non-occurrence of which was a basic assumption of Buyer and Seller, shall give to Buyer and Seller the rights and obligations set forth in Sections 2-615 and 2-616 of the Uniform Commercial Code.

Cancellation by Buyer cannot be effective except on terms which will indemnify Seller from loss of the order. Buyer's proposed terms as to such indemnity and not as to other matters relating to cancellation are accepted, if they fulfill this condition.

Orders for special material are not subject to cancellation. No material (except defective material) will be taken back and credited or replaced except upon consent and upon terms and conditions agreed upon by the Seller in writing.

Seller objects to, and is not bound by, any terms or conditions on Buyer's order which attempt to impose upon Seller any terms or conditions at variance with Seller's terms and conditions herein set forth.

Stenographic and clerical errors are subject to correction.

The contract which results from Buyer's order and Seller's acceptance thereof is intended to be complete, and exclusive of any additional terms, and cannot be subsequently modified except by a signed writing.

Unless otherwise negotiated, Seller is not responsible for Buyer supplied material on Toll Orders.

Customer Copy